

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Chief John George/693-8320
Prepared by: Angela Rodgers

SUBJECT: Resolution

AFFECTED DISTRICT: N/A

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE SCHOOL BOARD OF BROWARD COUNTY SCHOOL RESOURCE OFFICER PROGRAM IN ARTICLE 2, SECTION 2.12 OF THE AGREEMENT FOR WESTERN HIGH SCHOOL, INDIAN RIDGE MIDDLE SCHOOL AND SEVEN ELEMENTARY SCHOOLS IN THE TOWN OF DAVIE.

REPORT IN BRIEF: The Town has an agreement with the School Board of Broward County for a School Resource Officer Program which was approved by Resolution R-2005-230. The amendment in Article 2, Section 2.12 in the agreement was due to legislative changes in the background screening of individuals who have access to school campuses with the passage of the Jessica Lunsford Act on September 1, 2005.

PREVIOUS ACTIONS: N/A

CONCURRENCES: N/A

FISCAL IMPACT: N/A

RECOMMENDATION(S): Motion to approve resolution

Attachment(s):

Resolution
Amended agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE SCHOOL BOARD OF BROWARD COUNTY SCHOOL RESOURCE OFFICER PROGRAM IN ARTICLE 2, SECTION 2.12 OF THE AGREEMENT FOR WESTERN HIGH SCHOOL, INDIAN RIDGE MIDDLE SCHOOL AND SEVEN ELEMENTARY SCHOOLS IN THE TOWN OF DAVIE.

WHEREAS, the Town entered into an agreement with the School Board of Broward County for the School Resource Officer program by Resolution R-2005-230; and

WHEREAS, the amendment is required to accommodate changes to the agreement in response to the passage of the Jessica Lunsford Act on September 1, 2005 which requires background screenings for contractual employees inclusive of the School Resource Officer Program; and

WHEREAS, after review, the Town Council wishes to authorize the Mayor to execute an amendment to Article 2, Section 2.12 to the agreement between the Town and the School Board of Broward County.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie authorizes the Mayor to execute an amendment Article 2, Section 2.12 to the agreement between the Town and the School Board of Broward County attached hereto and identified as Attachment "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2006

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2006

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2005,
by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

TOWN OF DAVIE

(hereinafter referred to as "TOWN"),
whose principal place of business is
1230 South Nob Hill Road
Davie, Florida 33324

WHEREAS, SBBC has established a School Resource Officer Program (Hereinafter referred to as "SRO Program") pursuant to applicable Florida law; and

WHEREAS, SBBC desires that the TOWN provide law enforcement officers to serve as School Resource Officers (hereinafter referred to as "SROs") in several public schools located within Broward County, Florida and the TOWN is willing to assign law enforcement officers to serve as SROs under the SRO Program; and

WHEREAS, the TOWN and SBBC agree that the SRO Program is a great benefit to the school administration, the student body, and the community as a whole and desire to enter into this School Resource Officer Agreement (hereinafter referred to as "Agreement") to accomplish the purposes expressed herein; and

WHEREAS, the TOWN and SBBC understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law including assistance in the prevention of juvenile delinquency through the provision of programs specifically developed to respond to those factors and conditions that give rise to delinquency.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars and No/00 Cents (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** This Agreement shall be for a ten (10) month period commencing on August 02, 2005 and concluding on May 25, 2006 (hereinafter referred to as “Term”). This Agreement shall continue in effect until the Term described in Section 2.01 concludes or until it is terminated earlier by either of the Parties in accordance with Section 3.04 of this Agreement.

2.02 **Participating Public Schools.** TOWN shall assign five (5) law enforcement officers to serve as SROs at the following seven (7) elementary schools operated by SBBC and two (2) law enforcement officers to serve as SROs at the following two (2) secondary schools operated by SBBC (hereinafter referred to as “Participating Schools”):

Davie Elementary
Fox Trail Elementary
Nova Blanche Forman Elementary
Silver Ridge Elementary

Flamingo Elementary
Hawkes Bluff Elementary
Nova Eisenhower Elementary

Indian Ridge Middle

Western High

2.03 **Assignment of School Resource Officers.** The TOWN may change the law enforcement officers assigned to participate as SROs at any time during the Term of this Agreement. Unless precluded by law enforcement requirements or emergency circumstances, the TOWN shall at all times maintain on duty the number of SROs specified in Section 2.02 and each SRO assigned to a Participating School shall be on duty at such school during those regular school hours during which students are required to be in attendance and shall attend any required SRO training programs conducted by SBBC. Whenever possible, the TOWN shall assign a replacement law enforcement officer, on a temporary basis, if the absence of an assigned SRO is approved by the Town and the period of absence exceeds four (4) days.

2.04 **Employment of School Resource Officers.** The TOWN shall at all times be responsible for all aspects of the employment, control and direction of law enforcement officers assigned as SROs under this Agreement. Nothing within this Agreement is intended to create an employment or agency relationship between SBBC and any law enforcement officer assigned by the TOWN to participate in the SRO Program. All compensation, salaries, wages, benefits and other emoluments of employment payable to the SROs shall be the sole responsibility of the TOWN.

2.05 **Applicable Policies and Standards.** The TOWN shall ensure that the exercise of law enforcement powers by each assigned SRO shall be in compliance with the authority granted by applicable law. Each law enforcement officer assigned to the SRO Program shall perform her/his duties as an SRO in accordance with the School Resource Officer Standard Operating Procedure Manual and with applicable Florida law and School Board Policies.

2.06 **Duties of School Resource Officers** An SRO shall not function as a school disciplinarian or security officer, shall not intervene in the normal disciplinary actions of the Participating Schools, and shall not be used as a witness to any disciplinary procedures or actions at a Participating School. Each assigned SRO shall at all times act within the scope of authority granted to the SRO by applicable law. Each SRO shall perform duties including, without limitation, the following:

- a) the performance of law enforcement functions within the school setting;
- b) the identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services;
- c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;
- d) the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;
- e) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting; and
- f) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens.
- g) assist the School Board of Broward County in protecting and securing the school plant and its occupants.

2.07 **Student Instruction.** SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating Schools including those provided through the SRO Program. Each SRO will provide Instructional activities to the students at the SRO's assigned school(s) in areas of instruction within the SRO's experience, education and training. Any activities conducted by an SRO as Part of the regular instructional program of a Participating School shall be provided upon prior consultation and coordination with the school principal.

2.08 **SBBC Contact Persons.** The principal at each Participating School shall be SBBC's on-site contact person for any SROs assigned to that school. In addition, this section confirms that SBBC's Superintendent of Schools has designated the Coordinator, School Safety and School Resource Officer to serve as the school district's liaison for the SRO Program.

2.09 **Payment for SRO Program Services** SBBC shall pay to TOWN the sum of Twelve Thousand Dollars and No/00 Cents (\$12,000.00) per SRO assigned by the TOWN under the Term of this Agreement for a total of Eighty-Four Thousand Dollars and No/00 Cents (\$84,000.00). The TOWN shall invoice SBBC in ten installments for SRO services rendered under this Agreement with the first invoice being furnished in August, 2005 and invoices shall be delivered to SBBC on a monthly basis thereafter. Each monthly invoice shall be in the amount of Eight Thousand Four Hundred Dollars and No/00 Cents (\$8,400.00). However, the TOWN shall make appropriate pro rata reductions in the invoiced amount during any month when law enforcement requirements or emergency circumstances precluded the TOWN from providing SRO services. Upon certification by the Participating School's principal that the services Rendered were satisfactory, payment for SRO services shall be made by SBBC within thirty (30) days of receipt of the invoice for such services.

2.10 **Summer School SRO Program** In the event that SBBC provides a summer school program at any middle or high school within the boundaries of the TOWN during the summer of 2005, the principal of each such participating school may request the TOWN to provide an SRO for said school during the summer session. Any requests for the provision of an SRO for a summer school program shall be made to the TOWN in writing by the school principal. It is within the Town's sole discretion to grant or deny any request for the provision of an SRO for a summer school program. If the TOWN agrees to provide an SRO for a summer school program, all obligations set forth in this Agreement shall be in full effect for the duration of the summer school session except as otherwise provided herein. In the event that the TOWN provides an SRO for a summer school program, SBBC shall pay the TOWN for such SRO services at the rate of Eight Dollars and Sixty Cents per hour (\$8.60/hour) multiplied by the number of SRO service hours provided.

2.11 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

2.12 **Background Screening.** The TOWN agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that all of the TOWN'S personnel who (1) are to be permitted access to school grounds when students are present, or (2) will have direct contact with students will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This screening will be conducted by SBBC. The parties agree that the failure of the TOWN to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The TOWN agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the TOWN'S failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 –GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by their parties in any matter arising out of any contract.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with the law.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the

matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality at this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdictions of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Joe Melita, Executive Director
Professional Standards and Special Investigative Unit
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard – Suite 355
Sunrise, Florida 33351

Two to TOWN: Chief John George
Davie Police Department
1230 South Nob Hill Road
Davie, Florida 33324

3.18 **Captions.** The captions, section numbers, articles numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section

55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

IN WITNESS, WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Benjamin J. Williams, Chair

Franklin L. Till, Jr., Superintendent of
Schools

Approved as to Form:

School Board Attorney

FOR TOWN

(Municipal Seal)

TOWN OF DAVIE, FLORIDA

ATTEST:

By _____, MAYOR

CITY CLERK

Approved as to Form

CITY ATTORNEY

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____
Name of Person

On behalf of the Town of Davie, Florida. He/She is personally known to me or produced _____ as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

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